## **EXHIBIT B**

## AMENDMENT TO MASTER AGREEMENT FOR DATA IMAGING SERVICES

This Amendment to the Master Agreement (this "Amendment"), effective as of August \_\_\_, 2010 (the "Amendment Effective Date"), by and between Oppenheimer & Co. Inc. ("OPCO") and Anacomp, Inc. (the "Company") amends that certain Master Agreement (including any schedules, exhibits and annexes thereto), as amended from time to time, by and between OPCO (as successor to Fahnestock & Company) and the Company (the "Agreement"). The Company and OPCO may be referred to herein collectively as the "parties.

WHEREAS, the parties desire to amend the Agreement as set forth herein below.

NOW, THEREFORE, the parties, on behalf of themselves and their respective affiliates, successors and assigns, agree as follows:

AMENDMENT: This Amendment hereby amends the Agreement to incorporate the terms set forth in this Amendment. The relationship of the parties shall continue to be governed by the terms and conditions of the Agreement, as amended hereby; and in the event that there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms of this Amendment shall control.

MODIFICATIONS TO THE AGREEMENT. Notwithstanding anything to the contrary, the Agreement shall terminate on July 31, 2011, unless the parties agree in writing to renew the Agreement. Upon any termination whatsoever, the Company shall terminate the provision of any products and/or services and return all images, data and reports that were provided pursuant to the Agreement to OPCO without any "deconversion fees" (as such concept is commonly understood) or liability of any kind.

ENTIRE AGREEMENT. The Agreement (including any schedules, exhibits and annexes thereto), and this Amendment constitute the entire agreement between the parties in connection with the subject matter thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the of the parties.

The individuals signing below have the requisite capacity to bind both the Company and OPCO to the terms of this amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date set forth above.

## **COMPANY**

Anacomp, Inc.

Name: Moward Dratler

Title: Chief Executive Officer

**OPCO** 

Oppenheimer & Co. Inc.

Name: Thomas Riordan,

Title: Chief Information Officer